

# **EXHIBIT C-01**



# Lyft Terms of Service

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Last Updated: November 27, 2019

These Terms of Service constitute a legally binding agreement (the “Agreement”) between you and Lyft, Inc., its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, “Lyft,” “we,” “us” or “our”) governing your use of the Lyft application, website, and technology platform (collectively, the “Lyft Platform”).

**PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND LYFT CAN BE BROUGHT ([SEE SECTION 17 BELOW](#)). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST LYFT TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. AS A DRIVER OR DRIVER APPLICANT, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED IN SECTION 17.**

By entering into this Agreement, and/or by using or accessing the Lyft Platform you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section 17) and accept all of its terms. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE LYFT PLATFORM OR ANY OF THE SERVICES PROVIDED THROUGH THE LYFT PLATFORM.** If you use the Lyft Platform in another country, you agree to be subject to Lyft's terms of service for that country.

## 1. The Lyft Platform



("Drivers"). Drivers and Riders are collectively referred to herein as "Users," and the driving services provided by Drivers to Riders shall be referred to herein as "Rideshare Services." As a User, you authorize Lyft to match you with a Driver or Rider based on factors such as your location, the estimated time to pickup, your destination, user preferences, and platform efficiency, and to cancel an existing match and rematch based on the same considerations. Any decision by a User to offer or accept Rideshare Services is a decision made in such User's sole discretion. Each Rideshare Service provided by a Driver to a Rider shall constitute a separate agreement between such persons.

In certain markets, Riders may have the option to rent bikes or scooters through the Lyft Platform to ride to their destination. In some markets these bikes and scooters are owned by Lyft. In other markets Lyft operates a bike-share or scooter-share program on behalf of third parties. In either case, your rental and use of bikes and scooters through the Lyft Platform is subject to additional agreements between you and Lyft and third parties as applicable to the particular market ("Supplemental Agreements"). Please review any applicable Supplemental Agreements carefully. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF A SUPPLEMENTAL AGREEMENT, YOU MAY NOT RENT OR USE THE BIKES OR SCOOTERS IN SUCH MARKET.** In the event of any conflict between this Agreement and the terms and conditions of any Supplemental Agreement, the terms of this agreement shall control.

## 2. Modification to the Agreement

Lyft reserves the right to modify the terms and conditions of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Lyft reserves the right to modify any information on pages referenced in the hyperlinks from this Agreement from time to time, and such modifications shall become effective upon posting. Continued use of the Lyft Platform or Rideshare Services after any such changes shall constitute your consent to such changes. Unless material changes are made to the arbitration provisions herein, you agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable).

## 3. Eligibility

The Lyft Platform may only be used by individuals who have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein. The Lyft Platform is not available to Users who have had their User account temporarily or permanently deactivated. You may not allow other persons to use your User account, and you agree that you are the sole authorized user of your account. To use the Lyft Platform, each User shall create a User



the foregoing, if you are the parent or legal guardian of a 16 or 17-year old minor you may create a Lyft account for such minor to use the Lyft Platform subject to the following requirements and restrictions: (a) you ensure that the minor's use of the Lyft Platform is limited solely to accessing and using bike-share or scooter-share services where expressly permitted under the Supplemental Agreement applicable to such services, (b) you ensure that the minor's use of the Lyft Platform and applicable bike-share or scooter-share services is done in compliance and acknowledgement of all applicable safety instructions and warnings in this Agreement, any applicable Supplemental Agreements, and the Lyft App, (c) you ensure that the minor does not request or accept any Rideshare Services unless accompanied by you or an authorized guardian, and (d) you expressly guarantee the minor's acceptance of the terms of this Agreement. You will be responsible for any breach of the above representations, warranties and/or this Agreement, and/or any attempt of the minor to disaffirm this Agreement. Furthermore, you hereby represent that you are fully authorized to execute this Agreement on behalf of yourself and all other parents or legal guardians of the minor rider.

By creating a Lyft account for such minor, you hereby give permission and consent to the Agreement on the minor's behalf, and you shall assume any and all responsibility and liability for the minor's use of the Lyft Platform as provided by the terms of this Agreement and any applicable Supplemental Agreements. You will be responsible for any breach of the above representations, warranties and/or this Agreement, and/or any attempt of the minor to disaffirm this Agreement. Furthermore, you hereby represent that you are fully authorized to execute this Agreement on behalf of yourself and all other parents or legal guardians of the minor rider.

## 4. Charges

As a rider, you understand that request or use of Rideshare Services may result in charges to you ("Charges"). Charges related to bikes and scooters are addressed in the applicable Supplemental Agreement. Charges for Rideshare Services include Fares and other applicable fees, tolls, surcharges, and taxes as set forth on your market's Lyft Cities page ([www.lyft.com/cities](http://www.lyft.com/cities)), plus any tips to the Driver that you elect to pay. Lyft has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms to your market's Lyft Cities page or quoting you a price for a specific ride at the time you make a request. Pricing may vary based on the type of service you request (e.g., shared, economy, extra seats, luxury) as described on your market's Lyft Cities page. You are responsible for reviewing the applicable Lyft Cities page or price quote within the Lyft app and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.



note that we use GPS data from your Driver's phone to calculate the distance traveled on your ride. We cannot guarantee the availability or accuracy of GPS data. If we lose signal we will calculate time and distance using available data from your ride.

- **Quoted Fares.** In some cases Lyft may quote you a Fare at the time of your request. The quote is subject to change until the ride request is confirmed. If during your ride you change your destination, make multiple stops, or attempt to abuse the Lyft Platform, we may cancel the fare quote and charge you a variable fare based on the time and distance of your ride. Lyft does not guarantee that the quoted fare price will be equal to a variable fare for the same ride. Quoted Fares may include the Fees and Other Charges below, as applicable.

#### Fees and Other Charges.

- **Service Fee.** You may be charged a "Service Fee" for each ride as set forth on the applicable Lyft Cities page.
- **Prime Time.** At times of high demand for Rideshare Services ("Prime Time") you acknowledge that Charges may increase substantially. For all rides with a variable fare, we will use reasonable efforts to inform you of any Prime Time multipliers in effect at the time of your request. For quoted fares we may factor in the Prime Time multiplier into the quoted price of the ride.
- **Cancellation Fee.** After requesting a ride you may cancel it through the app, but note that in certain cases a cancellation fee may apply. You may also be charged if you fail to show up after requesting a ride. Please check out our Help Center to learn more about [Lyft's cancellation policy](#), including applicable fees.
- **Damage Fee.** If a Driver reports that you have materially damaged the Driver's vehicle, you agree to pay a "Damage Fee" of up to \$250 depending on the extent of the damage (as determined by Lyft in its sole discretion), towards vehicle repair or cleaning. Lyft reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee.
- **Tolls.** In some instances tolls (or return tolls) may apply to your ride. Please see our Help Center and your market's Lyft Cities page for more [information about toll charges](#) and a list of applicable [tolls and return charges](#). We do not guarantee that the amount charged by Lyft will match the toll charged to the Driver, if any.
- **Other Charges.** Other fee and surcharges may apply to your ride, including: actual or anticipated airport fees, state or local fees, or event fees as determined by Lyft or its marketing partners. In addition, where required by law Lyft will collect applicable taxes. See your market's Lyft Cities page for details on other Charges that may apply to your ride.



General.

- **Facilitation of Charges.** All Charges are facilitated through a third-party payment processor (e.g., First Data, Stripe, Inc., or Braintree, a division of PayPal, Inc.). Lyft may replace its third-party payment processor without notice to you. Charges shall only be made through the Lyft Platform. With the exception of tips, cash payments are strictly prohibited. Your payment of Charges to Lyft satisfies your payment obligation for your use of the Lyft Platform and Rideshare Services. Lyft may group multiple charges into a single aggregate transaction on your payment method based on the date(s) they were incurred. If you don't recognize a transaction, then check your ride receipts and payment history.
- **No Refunds.** All Charges are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Lyft Platform, any disruption to the Lyft Platform or Rideshare Services, or any other reason whatsoever.
- **Coupons.** You may receive coupons that you can apply toward payment of certain Charges upon completion of a Ride. Coupons are only valid for use on the Lyft Platform, and are not transferable or redeemable for cash except as required by law. Coupons cannot be combined, and if the cost of your ride exceeds the applicable credit or discount value we will charge your payment method on file for the outstanding cost of the Ride. For quoted or variable fares, Lyft may deduct the amount attributable to the Service Fee, Tolls, or Other Charges before application of the coupon. Additional restrictions on coupons may apply as communicated to you in a relevant promotion or by clicking on the relevant coupon within the Promotions section of the Lyft App.
- **Credit Card Authorization.** Upon addition of a new payment method or each ride request, Lyft may seek authorization of your selected payment method to verify the payment method, ensure the ride cost will be covered, and protect against unauthorized behavior. The authorization is not a charge, however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft or NSF charges by the bank issuing your debit or prepaid card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank. Check out our Help Center to learn more about [our use of pre-authorization holds](#).

## 5. Payments

If you are a Driver, you will receive payment for your provision of Rideshare Services pursuant to the terms of the [Driver Addendum](#), which shall form part of this Agreement between you and Lyft.



By entering into this Agreement or using the Lyft Platform, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Lyft, its affiliated companies and/or Drivers, may include but are not limited to: operational communications concerning your User account or use of the Lyft Platform or Rideshare Services, use of bikes and scooters through the Lyft Platform, updates concerning new and existing features on the Lyft Platform, communications concerning promotions run by us or our third-party partners, and news concerning Lyft and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT "END" TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE LYFT PLATFORM OR RELATED SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM LYFT (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN TEXT THE WORD "STOPALL" TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE LYFT PLATFORM OR RELATED SERVICES.

## 7. Your Information

Your Information is any information you provide, publish or post to or through the Lyft Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any Lyft-related Facebook, Twitter or other social media posting) (your "Information"). You consent to us using your Information to create a User account that will allow you to use the Lyft Platform and participate in the Rideshare Services. Our collection and use of personal information in connection with the Lyft Platform and Rideshare Services is as provided in Lyft's Privacy Policy located at [www.lyft.com/privacy](https://www.lyft.com/privacy). You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable Lyft to use your Information for the purposes described in the Privacy Policy and this Agreement, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your



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subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

## 8. Promotions, Referrals, and Loyalty Programs

Lyft, at its sole discretion, may make available promotions, referral programs and loyalty programs with different features to any Users or prospective Users. These promotions and programs, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Lyft. Lyft reserves the right to withhold or deduct credits or benefits obtained through a promotion or program in the event that Lyft determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion or program terms or this Agreement. Lyft reserves the right to terminate, discontinue or cancel any promotions or programs at any time and in its sole discretion without notice to you.

Currently, Lyft's referral program ("Referral Program") provides you with incentives to refer your friends and family to become new Users of the Lyft Platform in your country (the "Referral Program"). Your participation in the Referral Program is subject to this Agreement and the additional [Referral Program rules](#).

## 9. Restricted Activities

With respect to your use of the Lyft Platform and your participation in the Rideshare Services, you agree that you will not:

- a. impersonate any person or entity;
- b. stalk, threaten, or otherwise harass any person, or carry any weapons;
- c. violate any law, statute, rule, permit, ordinance or regulation;
- d. interfere with or disrupt the Lyft Platform or the servers or networks connected to the Lyft Platform;
- e. post Information or interact on the Lyft Platform or Rideshare Services in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
- f. use the Lyft Platform in any way that infringes any third party's rights, including: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;



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personal information;

- h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Lyft Platform;
- i. "frame" or "mirror" any part of the Lyft Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose;
- j. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Lyft Platform;
- k. rent, lease, lend, sell, redistribute, license or sublicense the Lyft Platform or access to any portion of the Lyft Platform;
- l. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Lyft Platform or its contents;
- m. link directly or indirectly to any other web sites;
- n. transfer or sell your User account, password and/or identification, or any other User's Information to any other party;
- o. discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation;
- p. violate any of the Referral Program rules if you participate in the Referral Program; or
- q. cause any third party to engage in the restricted activities above.

## 10. Driver Representations, Warranties and Agreements

By providing Rideshare Services as a Driver on the Lyft Platform, you represent, warrant, and agree that:

- a. You possess a valid driver's license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Riders in all jurisdictions in which you provide Rideshare Services.
- b. You own, or have the legal right to operate, the vehicle you use when providing Rideshare Services; such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind; and any and all applicable safety recalls have been remedied per manufacturer instructions.
- c. You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, permit an unauthorized third party to accompany you in the vehicle while providing



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- d. You will only provide Rideshare Services using the vehicle that has been reported to, and approved by Lyft, and for which a photograph has been provided to Lyft, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance).
- e. You will not, while providing the Rideshare Services, operate as a public or common carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
- f. You will not attempt to defraud Lyft or Riders on the Lyft Platform or in connection with your provision of Rideshare Services. If we suspect that you have engaged in fraudulent activity we may withhold applicable Fares or other payments for the ride(s) in question and take any other action against you available under the law.
- g. You will not discriminate against Riders with disabilities and agree to review Lyft's [Anti-Discrimination Policies](#). You will make responsible accommodation as required by law and our [Service Animal Policy](#) and [Wheelchair Policy](#) for Riders who travel with their service animals or who use wheelchairs (or other mobility devices) that can be folded for safe and secure storage in the car's trunk or backseat.
- h. You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.
- i. You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Rideshare Services.
- j. You will pay all applicable federal, state and local taxes based on your provision of Rideshare Services and any payments received by you.

## 11. Intellectual Property

All intellectual property rights in the Lyft Platform shall be owned by Lyft absolutely and in their entirety. These rights include database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Lyft Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information ("Submissions") provided by you to us are non-confidential and shall become the sole property of Lyft. Lyft shall own exclusive rights, including all intellectual



trademarks, trademarks or trade dress of Lyft in the United States and/or other countries (collectively, the "Lyft Marks"). If you provide Rideshare Services as a Driver, Lyft grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the Lyft Marks solely on the Lyft stickers/decals, Lyft Amp, and any other Lyft-Branded items provided by Lyft directly to you in connection with providing the Rideshare Services ("License"). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Lyft's prior written permission, which it may withhold in its sole discretion. The Lyft logo (or any Lyft Marks) may not be used in any manner that is likely to cause confusion, including but not limited to: use of a Lyft Mark in a domain name or Lyft referral code, or use of a Lyft Mark as a social media handle or name, avatar, profile photo, icon, favicon, or banner. You may identify yourself as a Driver on the Lyft Platform, but may not misidentify yourself as Lyft, an employee of Lyft, or a representative of Lyft.

You acknowledge that Lyft is the owner and licensor of the Lyft Marks, including all goodwill associated therewith, and that your use of the Lyft logo (or any Lyft Marks) will confer no interest in or ownership of the Lyft Marks in you but rather inures to the benefit of Lyft. You agree to use the Lyft logo strictly in accordance with Lyft's Trademark Usage Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Lyft determines to nonconforming or otherwise unacceptable.

You agree that you will not: (1) create any materials that use the Lyft Marks or any derivatives of the Lyft Marks as a trademark, service mark, trade name or trade dress, other than as expressly approved by Lyft in writing; (2) use the Lyft Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Lyft Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair Lyft's rights as owner of the Lyft Marks or the legality and/or enforceability of the Lyft Marks, including, challenging or opposing Lyft's ownership in the Lyft Marks; (4) apply for trademark registration or renewal of trademark registration of any of the Lyft Marks, any derivative of the Lyft Marks, any combination of the Lyft Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Lyft Marks; (5) use the Lyft Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

You agree you will not rent, lease, lend, sell, or otherwise redistribute the Lyft driver amp, or manufacture, produce, print, sell, distribute, purchase, or display counterfeit/inauthentic Lyft driver amps or other Lyft Marks or (including but not limited to signage, stickers, apparel, or decals) from any source other than directly from Lyft.



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create any materials (physical or digital) bearing the Lyft Marks (in violation of this Agreement or otherwise), you agree that upon their creation Lyft exclusively owns all right, title and interest in and to such materials, including any modifications to the Lyft Marks or derivative works based on the Lyft Marks or Lyft copyrights. You further agree to assign any interest or right you may have in such materials to Lyft, and to provide information and execute any documents as reasonably requested by Lyft to enable Lyft to formalize such assignment.

Lyft respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Lyft Platform infringe upon your copyrights, please [view our Copyright Policy](#) for information on how to make a copyright complaint.

## 12. Disclaimers

The following disclaimers are made on behalf of Lyft, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

Lyft does not provide transportation services, and Lyft is not a transportation carrier. Lyft is not a common carrier or public carrier. It is up to the Driver to decide whether or not to offer a ride to a Rider contacted through the Lyft Platform, and it is up to the Rider to decide whether or not to accept a ride from any Driver contacted through the Lyft Platform. We cannot ensure that a Driver or Rider will complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs as a result of the Rideshare Services.

The Lyft Platform is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Lyft Platform and/or the Rideshare Services, including the ability to provide or receive Rideshare Services at any given location or time. To the fullest extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We do not warrant that your use of the Lyft Platform or Rideshare Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the Lyft Platform will be corrected, or that the Lyft Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Lyft Platform or Rideshare Services.



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there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the Lyft Platform by persons under the age of 18 in violation of this Agreement. We encourage you to communicate directly with each potential Driver or Rider prior to engaging in an arranged transportation service.

Lyft is not responsible for the conduct, whether online or offline, of any User of the Lyft Platform or Rideshare Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the car by Drivers or Riders. By using the Lyft Platform and participating in the Rideshare Services, you agree to accept such risks and agree that Lyft is not responsible for the acts or omissions of Users on the Lyft Platform or participating in the Rideshare Services.

You are responsible for the use of your User account and Lyft expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the Lyft Platform (including any profile information you provide), send to other Users, or share during the Rideshare Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the Lyft Platform or through the Rideshare Services. Please carefully select the type of information that you post on the Lyft Platform or through the Rideshare Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or "hackers").

Opinions, advice, statements, offers, or other information or content concerning Lyft or made available through the Lyft Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the Lyft Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Lyft Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

Location data provided by the Lyft Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous,



of your Information, including geolocation data, you upload, provide, or post on the Lyft Platform may be accessible to Lyft and certain Users of the Lyft Platform.

Lyft advises you to use the Lyft Platform with a data plan with unlimited or very high data usage limits, and Lyft shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the Lyft Platform.

This paragraph applies to any version of the Lyft Platform that you acquire from the Apple App Store. This Agreement is entered into between you and Lyft. Apple, Inc. ("Apple") is not a party to this Agreement and shall have no obligations with respect to the Lyft Platform. Lyft, not Apple, is solely responsible for the Lyft Platform and the content thereof as set forth hereunder. However, Apple and Apple's subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. This Agreement incorporates by reference [Apple's Licensed Application End User License Agreement](#), for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

As a Driver, you may be able to use "Lyft Nav built by Google" while providing Rideshare Services on the Platform. Riders and Drivers may also use Google Maps while using the App. In either case, you agree that Google may collect your location data when the Lyft App is running in order to provide and improve Google's services, that such data may also be shared with Lyft in order to improve its operations, and that Google's [terms](#) and [privacy policy](#) will apply to this usage.

## 13. State and Local Disclosures

Certain jurisdictions require additional disclosures to you. You can view any disclosures required by your local jurisdiction at [www.lyft.com/terms/disclosures](https://www.lyft.com/terms/disclosures). We will update the disclosures page as jurisdictions add, remove or amend these required disclosures, so please check in regularly for updates.

## 14. Indemnity

You will defend, indemnify, and hold Lyft including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Lyft Platform and participation in the Rideshare



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materials that you submit to us or transmit through the Lyft Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Rideshare Services as a Driver; and/or (5) any other activities in connection with the Rideshare Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

## 15. Limitation of Liability

IN NO EVENT WILL LYFT, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY “LYFT” FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE LYFT PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE LYFT PLATFORM, THE RIDESHARE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LYFT PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT LYFT HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## 16. Term and Termination

This Agreement is effective upon your creation of a User account. This Agreement may be terminated: a) by User, without cause, upon seven (7) days' prior written notice to Lyft; or b) by either Party immediately, without notice, upon the other Party's material breach of this Agreement, including but not limited to any breach of Section 9 or breach of Section 10(a) through (i) of this Agreement. In addition, Lyft may terminate this Agreement or deactivate your User account immediately in the event: (1) you no longer qualify to provide Rideshare Services or to operate the approved vehicle



(1)-(3) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to Lyft's reasonable satisfaction prior to Lyft permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to Lyft's satisfaction, this Agreement will not be permanently terminated. Sections 2, 6, 7 (with respect to the license), 11-12, 14-19, and 21 shall survive any termination or expiration of this Agreement.

## 17. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

### (a) Agreement to Binding Arbitration Between You and Lyft.

YOU AND LYFT MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with Lyft ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and Lyft, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders. This Arbitration Agreement also applies to claims between you and Lyft's service providers, including but not limited to background check providers and payment processors; and such service providers shall be considered intended third party beneficiaries of this Arbitration Agreement.

Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND LYFT. These Claims include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the Lyft Platform, the Rideshare Services, rental or use of bikes or scooters through the Lyft Platform, Lyft promotions, gift card, referrals or loyalty programs, any other goods or services made available through the Lyft Platform, your relationship with Lyft, the threatened or actual suspension, deactivation or termination of your User Account or this Agreement, background checks performed by or on Lyft's behalf, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by Lyft, any city, county, state or federal wage-hour law, trade



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protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Lyft and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND LYFT ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

**(b) Prohibition of Class Actions and Non-Individualized Relief.**

YOU UNDERSTAND AND AGREE THAT YOU AND LYFT MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU UNDERSTAND AND AGREE THAT YOU AND LYFT BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (B) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST LYFT, WHICH ARE ADDRESSED SEPARATELY IN SECTION 17(C).

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a



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claims and/or remedies and may be brought in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims or remedies to the fullest extent possible.

### **(c) Representative PAGA Waiver.**

Notwithstanding any other provision of this Agreement or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and Lyft agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and Lyft agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “representative PAGA Waiver”). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

### **(d) Rules Governing the Arbitration.**

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association (“AAA”) pursuant to its [Consumer Arbitration Rules](#) that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these rules can be obtained at the AAA’s website ([www.adr.org](http://www.adr.org)) (the “AAA Rules”) or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person’s



privileged information that is relevant to the Claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Riders or Drivers, but is bound by rulings in prior arbitrations involving the same Rider or Driver to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

### **(e) Arbitration Fees and Awards.**

The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modifications:

1. If Lyft initiates arbitration under this Arbitration Agreement, Lyft will pay all AAA filing and arbitration fees.
2. With respect to any Claims brought by Lyft against a Driver, or for Claims brought by a Driver against Lyft that: (A) are based on an alleged employment relationship between Lyft and a Driver; (B) arise out of, or relate to, Lyft's actual deactivation of a Driver's User account or a threat by Lyft to deactivate a Driver's User account; (C) arise out of, or relate to, Lyft's actual termination of a Driver's Agreement with Lyft under the termination provisions of this Agreement, or a threat by Lyft to terminate a Driver's Agreement; (D) arise out of, or relate to, Fares (as defined in this Agreement, including Lyft's commission or fees on the Fares), tips, or average hourly guarantees owed by Lyft to Drivers for Rideshare Services, other than disputes relating to referral bonuses, other Lyft promotions, or consumer-type disputes, or (E) arise out of or relate to background checks performed in connection with a user seeking to become a Driver (the subset of Claims in subsections (A)-(E) shall be collectively referred to as "Driver Claims"), Lyft shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses (to the extent not paid by Lyft pursuant to the fee provisions above). However, if you are the party initiating the Driver Claim, you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which you provide Rideshare Services to



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to include both Drivers and Driver applicants who have not been approved to drive.

3. Except as provided in Federal Rule of Civil Procedure 68 or any state equivalents, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).
4. At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.
5. Although under some laws Lyft may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in an arbitration, Lyft agrees that it will not seek such an award unless you are represented by an attorney or the arbitrator has determined that the claim is frivolous or brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)).
6. If the arbitrator issues you an award that is greater than the value of Lyft's last written settlement offer made after you participated in good faith in the optional Negotiation process described in subsection (k) below, then Lyft will pay you the amount of the award or U.S. \$1,000, whichever is greater.

#### **(f) Location and Manner of Arbitration.**

Unless you and Lyft agree otherwise, any arbitration hearings between Lyft and a Rider will take place in the county of your billing address, and any arbitration hearings between Lyft and a Driver will take place in the county in which the Driver provides Rideshare Services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. Your right to a hearing will be determined by the AAA Rules.

#### **(g) Exceptions to Arbitration.**

This Arbitration Agreement shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction; (2) a representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in Section 17(c) of such action is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA; (3) claims for workers' compensation, state disability insurance and unemployment insurance benefits; (4) claims that may not be subject to arbitration as a matter of generally applicable law not preempted by the FAA; and (5) individual claims of sexual assault or sexual harassment in connection with the use of the Lyft Platform or Rideshare Services. Where these claims are brought in a court of competent jurisdiction, Lyft will not require arbitration of those claims. Lyft's agreement not to require arbitration of these claims does not waive the enforceability of any other provision of this



with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board (“NLRB”), or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. However, should you bring an administrative claim, you may only seek or recover money damages of any type pursuant to this Arbitration Provision, and you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint, except for a complaint issued by the NLRB. Should you participate in an NLRB proceeding, you may only recover money damages if such recovery does not arise from or relate to a claim previously adjudicated under this Arbitration Provision or settled by you. Similarly, you may not recover money damages under this Arbitration Provision if you have already adjudicated such claim with the NLRB. Nothing in this Agreement or Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

#### **(h) Severability.**

In addition to the severability provisions in subsections (b) and (c) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

#### **(i) Driver Claims in Pending Settlement.**

If you are a member of a putative class in a lawsuit against Lyft involving Driver Claims and a Motion for Preliminary Approval of a Settlement has been filed with the court in that lawsuit prior to this Agreement's effective date (a “Pending Settlement Action”), then this Arbitration Agreement shall not apply to your Driver Claims in that particular class action. Instead, your Driver Claims in that Pending Settlement Action shall continue to be governed by the arbitration provisions contained in the applicable Agreement that you accepted prior to this Agreement's effective date.

#### **(j) Opting Out of Arbitration for Driver Claims That Are Not In a Pending Settlement Action.**

As a Driver or Driver applicant, you may opt out of the requirement to arbitrate Driver Claims defined in Section 17(e)(3) (except as limited by Section 17(i) above) pursuant to the terms of this subsection if you have not previously agreed to an arbitration provision in Lyft's Terms of Service where you had the opportunity to opt out of the requirement to arbitrate. If you have previously agreed to such an



previously agreed to such an arbitration provision and do not wish to be subject to this Arbitration Agreement with respect to Driver Claims, you may opt out of arbitration with respect to such Driver Claims, other than those in a Pending Settlement Action, by notifying Lyft in writing of your desire to opt out of arbitration for such Driver Claims, which writing must be dated, signed and delivered by electronic mail to [arbitrationoptout@lyft.com](mailto:arbitrationoptout@lyft.com).

In order to be effective, (A) the writing must clearly indicate your intent to opt out of this Arbitration Agreement with respect to Driver Claims that are not part of a Pending Settlement Action, (B) the writing must include the name, phone number, and email address associated with your User Account, and (C) the email containing the signed writing must be sent within 30 days of the date this Agreement is executed by you. Should you not opt out within the 30-day period, you and Lyft shall be bound by the terms of this Arbitration Agreement in full (including with respect to Driver Claims that are not part of a Pending Settlement Action). As provided in paragraph 17(i) above, any opt out that you submit shall not apply to any Driver Claims that are part of a Pending Settlement Action and your Driver Claims in any such Pending Settlement Action shall continue to be governed by the arbitration provisions that are contained in the applicable Lyft Terms of Use that you agreed to prior to the effective date of this Agreement.

Cases have been filed against Lyft and may be filed in the future involving Driver Claims. You should assume that there are now, and may be in the future, lawsuits against Lyft alleging class, collective, and/or representative Driver Claims in which the plaintiffs seek to act on your behalf, and which, if successful, could result in some monetary recovery to you. But if you do agree to arbitration of Driver Claims with Lyft under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against Lyft in an individual arbitration, except for the Driver Claims that are part of a Pending Settlement Action. You are also agreeing in advance that you will not participate in, or seek to recover monetary or other relief, for such claims in any court action or class, collective, and/or representative action. You have the right to consult with counsel of your choice concerning this Arbitration Agreement and you will not be subject to retaliation if you exercise your right to assert claims or opt- out of any Driver Claims under this Arbitration Agreement.

#### **(k) Optional Pre-Arbitration Negotiation Process.**

Before initiating any arbitration or proceeding, you and Lyft may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and Lyft. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute ("Notice"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and



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negotiation.

## 18. Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Lyft's business, operations and properties, information about a User made available to you in connection with such User's use of the Platform, which may include the User's name, pick-up location, contact information and photo ("Confidential Information") disclosed to you by Lyft for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties, and you agree not to store separate and outside of the Lyft Platform any User Information obtained from the Lyft Platform. As a Driver, you understand that some of Rider Information you receive may be protected by federal and/or state confidentiality laws, such as the Health Information Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy and security of protected (patient) health information. In the event that you know a Rider, you should not disclose to anyone the identity of the Rider or the location that you picked up, or dropped off the Rider as this could violate HIPAA. You understand that any violation of the Agreement's confidentiality provisions may violate HIPAA or state confidentiality laws and could result in civil or criminal penalties against you. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Lyft in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Lyft with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Lyft or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Lyft; becomes known to you, without restriction, from a source other than Lyft without breach of this Agreement by you and otherwise not in violation of Lyft's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Lyft to enable Lyft to seek a protective order or otherwise prevent or restrict such disclosure.

## 19. Relationship with Lyft

As a Driver on the Lyft Platform, you acknowledge and agree that you and Lyft are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of independent contracting parties. You and Lyft expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and Lyft; and (2) no joint



Lyft does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Rideshare Services, your acts or omissions, or your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will utilize the Lyft Platform. You retain the option to accept or to decline or ignore a Rider's request for Rideshare Services via the Lyft Platform, or to cancel an accepted request for Rideshare Services via the Lyft Platform, subject to Lyft's then-current cancellation policies. With the exception of any signage required by law or permit/license rules or requirements, Lyft shall have no right to require you to: (a) display Lyft's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying Lyft's names, logos or colors. You acknowledge and agree that you have complete discretion to provide Rideshare Services or otherwise engage in other business or employment activities.

## 20. Other Services

In addition to connecting Riders with Drivers, the Lyft Platform may enable Users to provide or receive services from other third parties. For example, Users may be able to use the Lyft Platform to plan and reserve rides on public transportation, take a ride in an autonomous vehicle provided by a third party, rent vehicles, or obtain financial services provided by third parties (collectively, the "Other Services"). You understand and that the Other Services are subject to the terms and pricing of the third-party provider. If you choose to purchase Other Services through the Lyft Platform, you authorize Lyft to charge your payment method on file according to the pricing terms set by the third-party provider. You agree that Lyft is not responsible and may not be held liable for the Other Services or the actions or omissions of the third-party provider. Such Other Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Other Services accessed through the Lyft Platform.

## 21. General

Except as provided in Section 17, this Agreement shall be governed by the laws of the State of California without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement and is not intended to create any other substantive right to non-Californians to assert claims under California law whether by statute, common law, or otherwise. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions of this Agreement. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that



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Except as explicitly stated otherwise, any notices to Lyft shall be given by certified mail, postage prepaid and return receipt requested to Lyft, Inc., 548 Market Street, #68514 San Francisco, CA 94104. Any notices to you shall be provided to you through the Lyft Platform or given to you via the email address or physical you provide to Lyft during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The words "include", "includes" and "including" are deemed to be followed by the words "without limitation". A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Lyft with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the Lyft Platform or Rideshare Services, please contact us through our [Help Center](#).

# Lyft Privacy Policy

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*Last Updated: September 14, 2020*

At Lyft our mission is to improve people's lives with the world's best transportation, providing a platform to help you get from point A to point B. To do that, we need to collect, use, and share some of your personal information. This Privacy Policy is meant to help you understand how Lyft does that and how to exercise the choices and rights you have in your information.

Lyft's [privacy homepage](#) provides additional information about our commitment to respecting your personal information, including ways for you to access and delete that information.

## 1. The Scope of This Policy



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[Service.](#)

## 2. The Information We Collect

When you use the Lyft Platform, we collect the information you provide, usage information, and information about your device. We also collect information about you from other sources like third party services, and optional programs in which you participate, which we may combine with other information we have about you. Here are the types of information we collect about you:

### A. Information You Provide to Us

**Account Registration.** When you create an account with Lyft, we collect the information you provide us, such as your name, email address, phone number, birth date, and payment information. You may choose to share additional info with us for your Rider profile, like your photo or saved addresses (e.g., home or work), and set up other preferences (such as your preferred pronouns).

**Driver Information.** If you apply to be a Driver, we will collect the information you provide in your application, including your name, email address, phone number, birth date, profile photo, physical address, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information. We collect the payment information you provide us, including your bank routing numbers, and tax information. Depending on where you want to drive, we may also ask for additional business license or permit information. We may need additional information from you at some point after you become a Driver, including information to confirm your identity (like a photo).

**Ratings and Feedback.** When you rate and provide feedback about Riders or Drivers, we collect all of the information you provide in your feedback.

**Communications.** When you contact us or we contact you, we collect any information that you provide, including the contents of the messages or attachments you send us.

### B. Information We Collect When You Use the Lyft Platform

**Location Information.** Great rides start with an easy and accurate pickup. The Lyft Platform collects location information (including GPS and WiFi data) differently depending on your Lyft app settings



also tracks the precise location of scooters and e-bikes at all times.

- **Drivers:** We collect your device's precise location when you open and use the app, including while the app is running in the background when it is in driver mode. We also collect precise location for a limited time after you exit driver mode in order to detect ride incidents, and continue collecting it until a reported or detected incident is no longer active.

**Usage Information.** We collect information about your use of the Lyft Platform, including ride information like the date, time, destination, distance, route, payment, and whether you used a promotional or referral code. We also collect information about your interactions with the Lyft Platform like our apps and websites, including the pages and content you view and the dates and times of your use.

**Device Information.** We collect information about the devices you use to access the Lyft Platform, including device model, IP address, type of browser, version of operating system, identity of carrier and manufacturer, radio type (such as 4G), preferences and settings (such as preferred language), application installations, device identifiers, advertising identifiers, and push notification tokens. If you are a Driver, we also collect mobile sensor data from your device (such as speed, direction, height, acceleration, deceleration, and other technical data).

**Communications Between Riders and Drivers.** We work with a third party to facilitate phone calls and text messages between Riders and Drivers without sharing either party's actual phone number with the other. But while we use a third party to provide the communication service, we collect information about these communications, including the participants' phone numbers, the date and time, and the contents of SMS messages. For security purposes, we may also monitor or record the contents of phone calls made through the Lyft Platform, but we will always let you know we are about to do so before the call begins.

**Address Book Contacts.** You may set your device permissions to grant Lyft access to your contact lists and direct Lyft to access your contact list, for example to help you refer friends to Lyft. If you do this, we will access and store the names and contact information of the people in your address book.

**Cookies, Analytics, and Third Party Technologies.** We collect information through the use of "cookies", tracking pixels, data analytics tools like [Google Analytics](#), SDKs, and other third party technologies to understand how you navigate through the Lyft Platform and interact with Lyft advertisements, to make your Lyft experience safer, to learn what content is popular, to improve your site experience, to serve you better ads on other sites, and to save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and



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choose not to accept cookies from us, you may miss out on certain features of the Lyft Platform.

## C. Information We Collect from Third Parties

**Third Party Services.** Third party services provide us with information needed for core aspects of the Lyft Platform, as well as for additional services, programs, loyalty benefits, and promotions that can enhance your Lyft experience. These third party services include background check providers, insurance partners, financial service providers, marketing providers, and other businesses. We obtain the following information about you from these third party services:

- Information to make the Lyft Platform safer, like background check information for drivers;
- Information about your participation in third party programs that provide things like insurance coverage and financial instruments, such as insurance, payment, transaction, and fraud detection information;
- Information to operationalize loyalty and promotional programs, such as information about your use of such programs; and
- Information about you provided by specific services, such as demographic and market segment information.

**Enterprise Programs.** If you use Lyft through your employer or other organization that participates in one of our Lyft Business enterprise programs, we will collect information about you from those parties, such as your name and contact information.

**Concierge Service.** Sometimes another business or entity may order you a Lyft ride. If an organization has ordered a ride for you using our Concierge service, they will provide us your contact information and the pickup and drop-off location of your ride.

**Referral Programs.** Friends help friends use the Lyft Platform. If someone refers you to Lyft, we will collect information about you from that referral including your name and contact information.

**Other Users and Sources.** Other users or public or third-party sources such as law enforcement, insurers, media, or pedestrians may provide us information about you, for example as part of an investigation into an incident or to provide you support.

## 3. How We Use Your Information



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- Build and maintain the Lyft community;
- Provide customer support;
- Improve the Lyft Platform; and
- Respond to legal proceedings and obligations.

**Providing the Lyft Platform.** We use your personal information to provide an intuitive, useful, efficient, and worthwhile experience on our platform. To do this, we use your personal information to:

- Verify your identity and maintain your account, settings, and preferences;
- Connect you to your rides and track their progress;
- Calculate prices and process payments;
- Allow Riders and Drivers to connect regarding their ride and to choose to share their location with others;
- Communicate with you about your rides and experience;
- Collect feedback regarding your experience;
- Facilitate additional services and programs with third parties; and
- Operate contests, sweepstakes, and other promotions.

**Maintaining the Security and Safety of the Lyft Platform and its Users.** Providing you a secure and safe experience drives our platform, both on the road and on our apps. To do this, we use your personal information to:

- Authenticate users;
- Verify that Drivers and their vehicles meet safety requirements;
- Investigate and resolve incidents, accidents, and insurance claims;
- Encourage safe driving behavior and avoid unsafe activities;
- Find and prevent fraud; and
- Block and remove unsafe or fraudulent users from the Lyft Platform.

**Building and Maintaining the Lyft Community.** Lyft works to be a positive part of the community. We use your personal information to:

- Communicate with you about events, promotions, elections, and campaigns;
- Personalize and provide content, experiences, communications, and advertising to promote and grow the Lyft Platform; and
- Help facilitate donations you choose to make through the Lyft Platform.

**Providing Customer Support.** We work hard to provide the best experience possible, including supporting you when you need it. To do this, we use your personal information to:



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**Improving the Lyft Platform.** We are always working to improve your experience and provide you with new and helpful features. To do this, we use your personal information to:

- Perform research, testing, and analysis;
- Develop new products, features, partnerships, and services;
- Prevent, find, and resolve software or hardware bugs and issues; and
- Monitor and improve our operations and processes, including security practices, algorithms, and other modeling.

**Responding to Legal Proceedings and Requirements.** Sometimes the law, government entities, or other regulatory bodies impose demands and obligations on us with respect to the services we seek to provide. In such a circumstance, we may use your personal information to respond to those demands or obligations.

## 4. How We Share Your Information

We do not sell your personal information. To make the Lyft Platform work, we may need to share your personal information with other users, third parties, and service providers. This section explains when and why we share your information.

### A. Sharing Between Lyft Users

#### **Riders and Drivers.**

*Rider information shared with Driver:* Upon receiving a ride request, we share with the Driver the Rider's pickup location, name, profile photo, rating, Rider statistics (like approximate number of rides and years as a Rider), and information the Rider includes in their Rider profile (like preferred pronouns). Upon pickup and during the ride, we share with the Driver the Rider's destination and any additional stops the Rider inputs into the Lyft app. Once the ride is finished, we also eventually share the Rider's rating and feedback with the Driver. (We remove the Rider's identity associated with ratings and feedback when we share it with Drivers, but a Driver may be able to identify the Rider that provided the rating or feedback.)

*Driver information shared with Rider:* Upon a Driver accepting a requested ride, we will share with the Rider the Driver's name, profile photo, preferred pronouns, rating, real-time location, and the vehicle make, model, color, and license plate, as well as other information in the Driver's Lyft profile,



share your actual phone number or other contact information with other users. If you report a lost or found item to us, we will seek to connect you with the relevant Rider or Driver, including sharing actual contact information with your consent.

**Shared Ride Riders.** When Riders use a Lyft Shared ride, we share each Rider's name and profile picture to ensure safety. Riders may also see each other's pickup and drop-off locations as part of knowing the route while sharing the ride.

**Rides Requested or Paid For by Others.** Some rides you take may be requested or paid for by others. If you take one of those rides using your Lyft Business Profile account, a code or coupon, a corporate credit card linked to another account, or another user otherwise requests a ride for you, we may share some or all of your ride details with that other party, including the date, time, charge, rating given, region of trip, and pick up and drop off location of your ride.

**Referral Programs.** If you refer someone to the Lyft Platform, we will let them know that you generated the referral. If another user referred you, we may share information about your use of the Lyft Platform with that user. For example, a referral source may receive a bonus when you join the Lyft Platform or complete a certain number of rides and would receive such information.

## B. Sharing With Third-Party Service Providers for Business Purposes

Depending on whether you're a Rider or a Driver, Lyft may share the following categories of your personal information for a business purpose (as we have done for the preceding 12 months) to provide you with a variety of the Lyft Platform's features and services:

- Personal identifiers, such as your name, address, email address, date of birth, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information;
- Financial information, such as bank routing numbers, tax information, and any other payment information you provide us;
- Commercial information, such as ride information, Driver/Rider statistics and feedback, and Driver/Rider transaction history;
- Internet or other electronic network activity information, such as your IP address, type of browser, version of operating system, carrier and/or manufacturer, device identifiers, and mobile advertising identifiers; and
- Location data.



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- Processing or fulfilling rides;
- Providing you customer service;
- Processing Rider transactions;
- Processing Driver applications and payments;
- Verifying the identity of users;
- Detecting and preventing fraud;
- Processing insurance claims;
- Providing Driver loyalty and promotional programs;
- Providing marketing and advertising services to Lyft;
- Providing financing;
- Providing requested emergency services;
- Providing analytics services to Lyft; and
- Undertaking internal research to develop the Lyft Platform.

## C. For Legal Reasons and to Protect the Lyft Platform

We may share your personal information in response to a legal obligation, or if we have determined that sharing your personal information is reasonably necessary or appropriate to:

- Comply with any applicable federal, state, or local law or regulation, civil, criminal or regulatory inquiry, investigation or legal process, or enforceable governmental request;
- Respond to legal process (such as a search warrant, subpoena, summons, or court order);
- Enforce our Terms of Service;
- Cooperate with law enforcement agencies concerning conduct or activity that we reasonably and in good faith believe may violate federal, state, or local law; or
- Exercise or defend legal claims, protect against harm to our rights, property, interests, or safety or the rights, property, interests, or safety of you, third-parties, or the public as required or permitted by law.

## D. In Connection with Sale or Merger

We may share your personal information while negotiating or in relation to a change of corporate control such as a restructuring, merger, or sale of our assets.



With your permission or upon your direction, we may disclose your personal information to interact with a third party or for other purposes.

## 5. How We Store and Protect Your Information

We retain your information for as long as necessary to provide you and our other users the Lyft Platform. This means we keep your profile information for as long as you maintain an account. We retain transactional information such as rides and payments for at least seven years to ensure we can perform legitimate business functions, such as accounting for tax obligations. If you request account deletion, we will delete your information as set forth in the “Deleting Your Account” section below.

We take reasonable and appropriate measures designed to protect your personal information. But no security measures can be 100% effective, and we cannot guarantee the security of your information, including against unauthorized intrusions or acts by third parties.

## 6. Your Rights And Choices Regarding Your Data

As explained more below and on our [privacy homepage](#), Lyft provides ways for you to access and delete your personal information as well as exercise other data rights that give you certain control over your personal information.

### A. All Users

**Email Subscriptions.** You can always unsubscribe from our commercial or promotional emails by clicking unsubscribe in those messages. We will still send you transactional and relational emails about your use of the Lyft Platform.

**Text Messages.** You can opt out of receiving commercial or promotional text messages by texting the word END to 46080 from the mobile device receiving the messages. You may also opt out of receiving all texts from Lyft (including transactional or relational messages) by texting the word STOPALL to 46080 from the mobile device receiving the messages. Note that opting out of receiving all texts may impact your use of the Lyft Platform. Drivers can also opt out of driver-specific messages



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Please note that opting out of receiving push notifications may impact your use of the Lyft Platform (such as receiving a notification that your ride has arrived).

**Profile Information.** You can review and edit certain account information you have chosen to add to your profile by logging in to your account settings and profile.

**Location Information.** You can prevent your device from sharing location information through your device's system settings. But if you do, this may impact Lyft's ability to provide you our full range of features and services.

**Cookie Tracking.** You can modify your cookie settings on your browser, but if you delete or choose not to accept our cookies, you may be missing out on certain features of the Lyft Platform.

**Do Not Track.** Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services that you do not want them to track your online activities. The Lyft Platform does not currently support Do Not Track requests at this time.

**Deleting Your Account.** If you would like to delete your Lyft account, please visit our [privacy homepage](#). In some cases, we will be unable to delete your account, such as if there is an issue with your account related to trust, safety, or fraud. When we delete your account, we may retain certain information for legitimate business purposes or to comply with legal or regulatory obligations. For example, we may retain your information to resolve open insurance claims, or we may be obligated to retain your information as part of an open legal claim. When we retain such data, we do so in ways designed to prevent its use for other purposes.

## B. California Residents

The California Consumer Privacy Act provides some California residents with the additional rights listed below. To exercise these rights see the "Exercising Your California Privacy Rights" section or visit our [privacy homepage](#).

**Right to Know.** You have the right to know and see what data we have collected about you over the past 12 months, including:

- The categories of personal information we have collected about you;
- The categories of sources from which the personal information is collected;
- The business or commercial purpose for collecting your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of personal information we have collected about you.



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third party to do any of the following:

- Complete your transaction;
- Provide you a good or service;
- Perform a contract between us and you;
- Protect your security and prosecute those responsible for breaching it;
- Fix our system in the case of a bug;
- Protect the free speech rights of you or other users;
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et seq.);
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interests that adheres to all other applicable ethics and privacy laws;
- Comply with a legal obligation; or
- Make other internal and lawful uses of the information that are compatible with the context in which you provided it.

**Other Rights.** You can request certain information about our disclosure of personal information to third parties for their own direct marketing purposes during the preceding calendar year. This request is free and may be made once a year. You also have the right not to be discriminated against for exercising any of the rights listed above.

**Exercising Your California Privacy Rights.** To request access to or deletion of your personal information, or to exercise any other data rights under California law, please contact us using one of the following methods:

Website: You may visit our [privacy homepage](#) to authenticate and exercise rights via our website.

Email Webform: You may [write to us](#) to exercise rights. Please include your full name, email address, and phone number associated with your use of the Lyft Platform, along with why you are writing, so that we can process your request in an efficient manner.

To respond to some rights we will need to verify your request either by asking you to log in and authenticate your account or otherwise verify your identity by providing information about yourself or your account. Authorized agents can make a request on your behalf if you have given them legal power of attorney or you provide signed permission, verification of your identity, and confirmation that you provided the agent permission to submit the request.

**Response Timing and Format.** We aim to respond to a consumer request for access or deletion within 45 days of receiving that request. If we require more time, we will inform you of the reason and extension period in writing.



Lyft is not directed to children, and we don't knowingly collect personal information from children under the age of 13. If we find out that a child under 13 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 13 has given us personal information, please contact us at our [Help Center](#).

## 8. Links to Third Party Websites

The Lyft Platform may contain links to third-party websites. Those websites may have privacy policies that differ from ours. We are not responsible for those websites, and we recommend that you review their policies. Please contact those websites directly if you have any questions about their privacy policies.

## 9. Changes to This Privacy Policy

We may update this policy from time to time as the Lyft Platform changes and privacy law evolves. If we update it, we will do so online, and if we make material changes, we will let you know through the Lyft Platform or by some other method of communication like email. When you use Lyft, you are agreeing to the most recent terms of this policy.

## 10. Contact Us

If you have any questions or concerns about your privacy or anything in this policy, including if you need to access this policy in an alternative format, we encourage you to [contact us](#).

### DRIVER



### RIDER





**Lyft driver app**

**Lyft rider app**

**Ride on web**



[Terms](#)

[Privacy](#)

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